



King County

Department of Executive Services
Finance and Business Operations Division
Procurement and Contract Services Section
206-684-1681 TTY Relay: 711

Invitation to Bid

ADVERTISED DATE: AUGUST 24, 2006

Invitation to Bid (ITB) Title: **Miscellaneous Radio Shop Consumables**

ITB Number: **06-098-MYP**

Due Date: **September 12, 2006**

Buyer: **Michelle Poste, michelle.poste@metrokc.gov, 206-263-4273**

Term Supply Requirement

Furnish Miscellaneous Radio Shop Consumables as requested by King County Radio Shop personnel in accordance with the attached instructions, requirements and specifications.

PRE-BID CONFERENCE

None

Sealed Bids are hereby solicited and will **only** be received by:
King County Procurement Services Section
Exchange Building, 8th Floor
821 Second Avenue
Seattle, WA 98104-1598
Office Hours: 8:00 a.m. – 5:00 p.m.
Monday - Friday

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that **Addenda numbered _____ to _____** have been examined as part of the Contract documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

SEDB/DBE Certification Number

Upon request, this Invitation to Bid will be provided in alternative formats such as Braille, large print, audiocassette or computer disk for individuals with disabilities.

SECTION 1 Instruction To Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a contract to provide goods or services on an as-needed basis. Any quantities listed herein are for bidding purposes only and represent King County's estimated annual requirements. The County will be neither obligated nor restricted to the quantities or locations indicated.

1.2 Bid Submittal Procedure

The original and two (2) copy's of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to King County (hereinafter "County") no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of mis-delivery regardless of fault. Bids properly and timely submitted will be publicly opened.

Bids will only be accepted from Contractors able to complete the delivery of goods or services described in the specifications. Joint ventures shall submit one bid for the team, with accompanying proof of the joint venture agreement.

If a company chooses not to submit a bid, the County requests the company advise the Buyer by email if they desire to remain listed for the subject of this ITB and state reason they did not submit a bid.

1.3 King County Internet Web Site

King County is committed to reducing costs and facilitating faster communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at http://metrokc.gov/procurement/rfp_rfq_itb/new_goods.aspx.

Please note any special messages regarding a particular solicitation. This information is posted at the Web Site as a convenience to the public, and is not intended to replace the King County process of formally requesting solicitation documents.

It is important that you register with King County Procurement and Contract Services after downloading documents from the RFPs, RFQs and ITBs - Consultants and Goods/Services websites. Failure to register may result in you not being notified of any addenda, which may result in rejection of your bid/proposal as non-responsive. To register, access [Contact Us > > Registration Form](#). Thank you for your cooperation.

Only bids, modifications of bids received in accordance with the requirements of this ITB will be accepted. Facsimile or electronic bids will not be considered.

After all bids have been opened, the County will post a listing of the Bidders submitting bids, or the name of a person to contact for bid results at the King County Internet site. Please refer to the web site for a listing, as well as a notification of a final award.

1.4 Alterations to Document

Any addition, limitation or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The County reserves the right to cancel the ITB at any time.

The County may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

Bidder shall acknowledge receipt of all "Addenda" issued during the bid process. Failure to acknowledge receipt of all addenda may result in a bid being determined non-responsive.

If at any time, the County changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the County will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the County may rely that the Bidder has thoroughly examined and is familiar with the ITB, including any work site identified in the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing or relating to the goods or services to be provided hereunder.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date set for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the County. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact hour and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact hour and date set for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the County, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the county. Evidence must be delivered to the county within two (2) business days after request to withdraw. The County reserves the right to require additional records or information to evaluate the request. Any review by the County of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the County to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The County is not liable for any costs incurred by Bidder in the preparation and evaluation of bids submitted. Samples of items required must be submitted to the location and by the time specified. Unless otherwise specified, samples shall be submitted with no expense to the County. If not destroyed by testing, samples may be returned at the bidder's request and expense.

1.13 Collusion

By signing this bid, the Bidder certifies that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the County determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The County's determination will be final.

1.14 Bid effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The County may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the Contract, except as may be provided otherwise in this ITB.

Bid Prices shall include all freight charges, FOB to the designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The County shall pay any Washington State sales/use taxes applicable to the Contract price or tender an appropriate amount to the Contractor for payment to Washington State. The Bidder is cautioned that taxes may be a factor in evaluating the total cost of bid.

The County is exempt from Federal excise and Transportation taxes. All other government taxes, duties, fees, licenses, permits, royalties, assessments and charges shall be included in the bid price. Said exemption is made pursuant to Chapter 32 of the Internal Revenue Code and Registry No. A-1 02374. When requested, an exemption certificate will be furnished.

1.16 Protest Procedures

King County has a process in place for receiving protests based upon invitation to bid or contract awards. The protest procedures:

http://www.metrokc.gov/procurement/documents/U_014_Protest_Procedures.doc, are available from the King County Procurement web site: <http://www.metrokc.gov/procurement/faq/supplier.aspx>.

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SECTION 2 Bid Evaluation and Contract Award

2.1 Evaluation of Bids

Bids will be evaluated by the County to determine which bid, if any, may be deemed to be the low responsive bid from a responsible bidder, and should be accepted in the best interest of the County.

The King County Contracting Opportunities Program is incorporated in this ITB, see Attachment A – “King County Contracting Opportunities Program”. The determination of lowest responsive, responsible bidder will include the application of the five (5) percent incentive factor for Small Economically Disadvantaged Businesses (SEDB).

King County may use prompt payment discount terms in evaluation of this ITB; however, discounts terms of less than twenty (20) days will not be considered. Minimum acceptable payment terms by the County without benefit of twenty (20) day discount will be net 30 days.

In the event of a discrepancy between the unit price and the extended amount for a bid item, the unit price will govern.

2.2 Responsive and Responsible

Responsive

The County will consider all the material submitted by the Bidder, and other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Responsible

In determining the responsibility of the bidder, the County may consider:

- the ability, capacity and skill to perform the Contract or provide the service required
- the character, integrity, reputation, judgment and efficiency
- financial resources to perform the Contract properly and within the times specified,
- the quality and timeliness of performance on previous contracts with the County and other agencies, including, but not limited to, the effort necessarily expended by the County and other agencies in securing satisfactory performance and resolving claims
- compliance with federal, state and local laws and ordinances relating to public contracts
- other information having a bearing on the decision to award the Contract.

Failure of a bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the County, prior to the award of a contract, the bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this contract.

King County reserves the right to audit the Contractor throughout the term of this contract to assure the Contractor's financial fitness to perform and comply with all terms and conditions contained within this contract. King County will be the sole judge in determining the Contractor's financial fitness in carrying out the terms of this contract.

2.4 King County Contracting Opportunities Program

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods or services. The Program is open to all SEDB firms certified by King County's Business Development and Contract Compliance Office. To learn more about this program see "Attachment A" of this solicitation.

2.5 Forms Required Before Contract Award

The Bidder shall submit, within five (5) Days of notification from the County, the applicable documents, insurance, bonds, sworn statements, and other requirements prior to award. Failure by the Bidder to submit required documents may result in rejection of the bid.

- [Equal Benefit Worksheet and Declaration Form](#)
- [Personnel Inventory Report*](#)
- [Affidavit and Certificate of Compliance Regarding Equal Employment Opportunity*](#)
- [Statement of Compliance – Union or Employee Referral Agency Statement*](#)
- [Internal Revenue Service Form W-9 *](#)
- **Certificate of Insurance and Endorsement *** – Have Insurance Agent e-mail or Fax to Buyer evidence of insurance from insurer(s) satisfactory to the county certifying to the coverage of insurance set forth in this ITB.

*If not on file with the County

2.6 Rejection of Bids

The County reserves the right to reject any bid for any reason or to waive informalities and irregularities in bids.

In consideration for the County's review and evaluation of its bid, the Bidder waives and releases any claims against the County arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive the costs of providing additional information requested.

2.7 Single Bid Receipt

If the County receives a single responsive, responsible bid, the County may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the County to assist in such analysis. By conducting such analysis, the County shall not be obligated to accept the single bid; the County reserves the right to reject such bid or any portion thereof.

2.8 Public Disclosure of Bids

This procurement is subject to the Washington Public Disclosure Act, RCW (Revised Code of Washington) 42.17.250 et seq. Bids submitted under this ITB shall be considered public documents unless the documents are exempt under the public disclosure laws. After the selection process has been concluded and a contract has been signed by both parties bids shall be available for inspection and copying by the public.

If a Bidder considers any portion of its bid to be protected under the law, the Bidder shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If the

County determines that the material is not exempt from public disclosure law, the County will notify the Bidder of the request and allow the Bidder fifteen (15) Days to take whatever action it deems necessary to protect its interests. If the Bidder does not take such action within said period, the County will release the portions of the bid deemed subject to disclosure. By submitting a bid, the Bidder assents to the procedure outlined in this subsection and shall have no claim against the County on account taken under such procedure.

2.9 Contract Award

Contract award, if any, will be made by the County to the low, responsive, responsible Bidder. The County will have no obligations until an award is made and an order placed with the Contractor. The County reserves the right to award one or more contracts as determined to be in the County's best interest. The County may accept any individual item, or group of items, or schedules of any bid, unless otherwise stated herein.

A written award mailed or otherwise furnished to a Contractor within the time for acceptance shall be a binding contract.

SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the County and the Contractor who shall be responsible for providing the goods or services described herein. The County is not party to defining the division of work between the Contractor and its Subcontractors. The Contractor represents that it has or shall obtain all duly licensed or qualified personnel, materials and equipment required to perform work hereunder.

The Contractor's performance under this Contract may be monitored and reviewed by a Project Manager appointed by the County. Reports and data required to be provided by the Contractor shall be delivered to the Project Manager or Buyer. Questions by the Contractor regarding interpretation of the terms, provisions and requirements of this Contract shall be addressed to the Buyer or Project Manager for response.

3.2 Contract Amendments

No oral order or conduct by the County shall constitute a Contract Amendment. Contract Amendments shall only be effective upon written notification by the County. The County reserves the right to amend the contract to add or delete goods or services within the intended scope of this contract. This may include, but is not limited to:

- Approval of replacements for discontinued items,
- Add items of like function, or similar in nature or purpose to the originally listed products
- The provision of ancillary services in response to minor changes in County needs
- Extend the contract to include optional terms

Cost or Price Analysis may be required by the County for the evaluation of contract modifications, terminations, revision to contract requirements or other circumstances as determined by the County.

3.3 Invoices and Payment

The Contractor shall submit properly certified invoices to King County. The invoice(s) shall contain the following information: The purchase order/contract number, item numbers, description of supplies or services, quantities, unit prices, extended totals, and discounts, if applicable. For services, identify specific deliverables, and/or hourly rates, hours worked, total hours or related fees.

The Contractor shall bill to the address on the purchase order. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if the invoice is returned for credit or correction.

When a purchase order is issued against this Contract that has the potential for multiple or partial deliveries, a separate invoice shall be generated for each completed delivery accepted by the County.

Failure to comply with these requirements or to provide an invoice in conformance with the contract may delay payment.

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

King County will not be bound by prices contained in an invoice that are higher than those in the currently approved price list. If a price increase has not been accepted in writing by King County, the invoice may be rejected and returned to the Contractor for a correction.

3.4 Rejection of Goods Or Services

After award, the Buyer or authorized County representative shall have the option of rejecting or refusing delivery of any and all goods or services which are not in strict conformity with the requirements of the specification and the bid. All rejected goods or services shall be promptly replaced or re-performed and be subject to approval by the County. All replacement goods and services shall be provided at the Contractor's own expense.

3.5 Re-procurement Costs

When a Contractor fails to furnish goods or services in accordance with the terms of this Contract, and the County must purchase at a price greater than the contract price, the difference may be charged to the Contractor. The County may exercise this charge as a credit against invoices due the Contractor.

3.6 Termination For Convenience/Default/Non-appropriation

A. Termination for Convenience

The County for its convenience may terminate this Contract, in whole or in part, at any time by written notice sent certified mail, return receipt requested, to the Contractor. After receipt of a Notice of Termination ("Notice"), and except as directed by the County, the Contractor shall immediately stop work as directed in the Notice, and comply with all other requirements in the Notice. The Contractor will be paid its costs, including necessary and reasonable Contract close-out costs and profit on that portion of the work satisfactorily performed up to the date of termination as specified in the notice. The Contractor shall promptly submit its request for the termination payment, together with detailed supporting documentation. If the Contractor has any property in its possession belonging to the County, the Contractor shall account for the same and dispose of it in the manner the County directs. All termination payment requests may be subject to Cost or Price Analysis to determine reasonableness and compliance with the Contract and applicable laws and regulations.

B. Termination for Default

If the Contractor does not deliver work in accordance with the Contract, or the Contractor fails to perform in the manner called for in the Contract, or the Contractor fails to comply with any material provisions of the Contract, the County may terminate this Contract, in whole or in part, for default as follows:

A Notice to Cure will be served on the Contractor by certified mail (return receipt requested) or a delivery service capable of providing a receipt. The Contractor shall have ten (10) Days from the date the Notice to Cure was served to cure the default or provide the County with a detailed written plan, which indicates the time and methods needed to bring the work into compliance and cure the default.

If the Contractor has not cured the default or the plan to cure the default is not acceptable to the County, the County may terminate the Contract. Termination shall occur by serving a Notice of Termination by certified mail (return receipt requested) or delivery service capable of providing a receipt on the Contractor setting forth the manner in which the Contractor is in default and the effective date of termination.

The Contractor will only be paid for work delivered and Accepted, or work performed in accordance with the manner of performance set forth in the Contract less any damages to the County caused by or arising from such default. All termination payment requests are subject to Cost or Price Analysis to verify compliance with the Contract and applicable laws and regulations.

The termination of this Contract shall in no way relieve the Contractor from any of its obligations under this Contract nor limit the rights and remedies of the County hereunder in any manner.

C. Termination for Non-Appropriation

If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth in this Contract or in any amendment hereto, the County may, upon written notice to the Contractor, terminate this Contract in whole or in part.

In accordance with King County Code 4.04.040B.6, payment shall not exceed the appropriation for the year in which termination is effected. If this Contract is terminated for non-appropriation, the County shall be liable only for payment in accordance with the terms of this Contract for performance rendered prior to the effective date of termination; and, the Contractor shall be released from any obligation under this contract or a related Purchase Order to provide further work pursuant to the Contract as are affected by the termination.

Funding under this Contract beyond the current appropriation year is conditional upon the appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, the Contract shall terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

3.7 Force Majeure

The term force majeure shall include, without limitation by the following enumeration: acts of nature, acts of civil or military authorities, fire, accidents shutdowns for purpose of emergency repairs, industrial, civil or public disturbances, causing the inability to perform the requirements of this Contract. If any party is rendered unable, wholly or in part, by a force majeure event or any event cause not within such party's control, to perform or comply with any obligation or condition of this Contract, upon giving notice and reasonably full particulars to the other party, such obligation or condition shall be suspended only for the time and to the extent commercially practicable to restore normal operations. In the event the Contractor ceases to be excused pursuant to this provision, then the County shall be entitled to exercise any remedies otherwise provided for in this Contract, including Termination for Default.

Whenever a force majeure event causes the Contractor to allocate limited resources between or among the Contractor's customers, the County shall receive no less priority in respect to such allocation than any of the Contractor's other customers.

3.8 Taxes, Licenses, and Certificate Requirements

This Contract and any of the work provided hereunder is contingent and expressly conditioned upon the ability of the Contractor to provide the specified goods or services consistent with applicable federal, state or local laws and regulations. If, for any reason, the Contractor's required compliances are terminated, suspended, revoked or in any manner modified from their status at the time this Contract becomes effective, the Contractor shall notify the County immediately of such condition in writing.

The Contractor and subcontractor(s) shall maintain and be liable for all taxes (except sales/use taxes), fees, licenses, permits and costs as may be required by applicable federal, state or local laws and regulations as applicable to the work under this Contract.

3.9 Assignment

Neither party shall assign any interest, obligation or benefit under or in this Contract or transfer any interest in the same, whether by assignment or novation, without prior written consent of the other party. If assignment is approved, this Contract shall be binding upon and inure to the benefit of the successors of the assigning party. This provision shall not prevent the Contractor from pledging any proceeds from this Contract as security to a lender so long as King County Policy Fin10-1 (AP), paragraph 6.1.3 is followed. If assignment is approved, it shall be accepted by either party upon the posting of all required bonds, securities and the like by the assignee, and the written agreement by assignee to assume and be responsible for the obligations and liabilities of the Contract, known and unknown, and applicable law.

3.10 Indemnification and Hold Harmless

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by or on behalf of the Contractor, its employees and/or others by reason of this Contract. The Contractor shall protect, indemnify, defend and save harmless the County and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

- B. The Contractor further agrees that it is responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act and/or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents, and/or representatives. This duty to repay shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington or US Government (when any funds for this Contract are provided by them)], their officers, employees, and agents from any and all costs, fees (including attorney fees), claims, actions, lawsuits, judgments, awards of damages or liability of any kind, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, subcontractors or any tier and/or agents. The Contractor agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any of its employees, subcontractors of any tier or agents.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this paragraph C, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

- D. For purposes of paragraphs A and C above, the Contractor, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

- E. In the event the County incurs attorney fees and/or costs in the defense of claims within the scope of paragraphs A and C above, such attorney fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor its attorney fees, and costs incurred to enforce the provisions of this section.
- F. The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.
- G. Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

3.11 Applicable Law and Forum

Except as hereinafter specifically provided, this Contract shall be governed by and construed according to the laws of the State of Washington, including, but not limited to, the Uniform Commercial Code, Title 62A RCW. Any claim or suit concerning this Contract shall only be filed in either the King County Superior Court or U.S. District for the Western District of Washington, in Seattle.

3.12 Conflicts of Interest and Non-Competitive Practices

By entering into this Contract to perform work, the Contractor represents that it has no direct or indirect pecuniary or proprietary interest, and that it shall not require any interest that conflicts in any manner or degree with the work required to be performed under this Contract. The Contractor shall not employ any Person or agent having any conflict of interest. In the event that the Contractor or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such conflict to the County. The County shall require that the Contractor take immediate action to eliminate the conflict up to and including termination for default.

By entering into this Contract to perform work, the Contractor represents that no Persons except as designated by Contractor shall be employed or retained to solicit or secure this Contract with an agreement or understanding that a commission, percentage, brokerage, or contingent fee would be paid; and no gratuities, in the form of entertainment, gifts or otherwise, were bided or given by the Contractor or any of its agents; employees or representatives, to any official, member or employee of the County or other governmental agency with a view toward securing this Contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of this Contract.

3.13 Disputes, Claims and Appeals

The Contractor shall address questions or claims regarding the Contract in writing to the Buyer and Project Manager, within ten (10) Days of the date on which the Contractor knows or should know of the question or claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. No claim shall be allowed for any costs incurred more than ten (10) Days before the Contractor gives written notice, as required in this section. The Buyer and Project Manager shall ordinarily respond to the Contractor in writing with a decision, but absent such written response, the question or claim shall be deemed denied upon the tenth (10th) Day following receipt by the Buyer and Project Manager.

In the event the Contractor disagrees with the determination of the Buyer and Project Manager, the Contractor shall within five (5) Days of the date of such determination, appeal the determination in writing to the Procurement and Contract Services Section Manager. Such written notice of appeal shall include all information necessary to substantiate the appeal. The Procurement and Contract Services Section Manager shall review the appeal and make a determination in writing, which shall be final. Appeal to the Procurement and Contract Services Section Manager shall be a condition precedent to alternative dispute resolution or litigation.

Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract and in accordance with the direction of the Buyer or Project Manager. Failure to comply precisely with the time deadlines under this subsection as to any claim shall operate as a waiver and release of that claim and an acknowledgement of prejudice to the County.

3.14 Maintenance of Records/Audits

The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.

All records referenced in the paragraph above, shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.

The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.

The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.

3.15 Other Public Agency Orders

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

3.16 Environmental Purchasing Policy

Offerors able to supply products containing recycled and environmentally preferable materials that meet performance requirements are encouraged to offer them in bids and proposals.

The Offeror and Contractor shall use recycled paper for all printed and photocopied documents related to the submission of this solicitation and fulfillment of the contract and shall, whenever practicable, use both sides of the paper. (Reference: KCC 10.16 & King County Executive Policy CON 7-1-2).

3.17 Industrial and Hazardous Waste

The Contractor shall comply with all applicable local ordinances, state and federal statutes, and supporting rules and regulations governing the discharge of industrial waste to public sewer, private sewer, or side sewer tributary to the metropolitan sewer system.

Contractor shall handle and dispose of all hazardous wastes in compliance with all applicable local, state and federal laws and regulations, including the Resource Conservation and Recovery Act, the Washington Hazardous Waste Management Act, and applicable rules and regulations of the

Environmental Protection Agency and the Department of Ecology governing the generation, storage, treatment, transportation or disposal of hazardous wastes.

3.18 Patents and Royalties

The Contractor is responsible for paying all license fees, royalties or the costs of defending claims for the infringement of any intellectual property that may be used in performing this Contract.

3.19 Supported Employment Program

The County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those Contractors and Consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this Contract, please submit Documentation supporting this claim with your bid. If you have questions, or need additional information, please contact the Community and Human Services Division, Developmental Disabilities Division, 206-296-5268.

3.20 Nondiscrimination and Equal Employment Program

During the performance of this contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract. King County Code, and all applicable state and federal anti-discrimination laws, rules, regulations and requirements are incorporated herein by reference, and such requirements shall apply to this contract. Ref: KCC 12.16, 12.17, and 12.18

3.21 Equal Benefits To Employees With Domestic Partners

King County's Equal Benefits (EB) Ordinance 14823 states that to be eligible for award of contracts at a cost of \$25,000.00 or more, firms must not discriminate in the provisions of employee benefits between employees with spouses, and employees with domestic partners. The successful Contractor, bidder or proposer shall be required to complete a Worksheet and Declaration form. Compliance with Ordinance 14823 is a mandatory condition for execution of a contract. The EB Compliance forms, and Ordinance 14823 are available online at: <http://www.metrokc.gov/procurement/forms/eb.aspx>.

3.22 Non-Waiver of Breach

No action or failure to act by the County shall constitute a waiver of any right or duty afforded to the County under the Contract; nor shall any such action or failure to act by the County constitute an approval of, or acquiescence in, any breach hereunder, except as may be specifically stated by the County in writing.

3.23 Severability

Whenever possible, each provision of this Contract shall be interpreted to be effective and valid under applicable law. If any provision is found to be invalid, illegal, or unenforceable, then such provision or portion thereof shall be modified to the extent necessary to render it legal, valid, and enforceable and have the intent and economic effect as close as possible to the invalid, illegal, and unenforceable provision. If it is not possible to modify the provision to render it legal, valid and enforceable, then the provision shall be severed from the rest of this Contract. The invalidity, illegality or unenforceability of any provision shall not affect the validity, legality or enforceability of any other provision of this Contract, which shall remain valid and binding.

SECTION 4 Specific Contractual Terms & Conditions

4.1 Contract Value

The estimated annual value of this contract is approximately \$20,000.00/year King County will not be limited, restricted or bound by this dollar value, nor shall the County be obligated to purchase any items contained in this ITB.

4.2 Contract Term

The initial term of this Contract will be one year and may be extended for four (4) additional one-year periods at the option of the County, subject to the termination clauses contained herein. King County reserves the right to extend the term if determined to be in the best interest of the County.

Contracts or purchase orders will be issued by the County. Contract amendments or change orders issued by the County may reflect modification(s) of contract terms, funding or other matters.

King County reserves the right to purchase the goods or services described herein from other sources. The Contractor does not have the exclusive right to fill all of the County's requirements for the goods or services awarded nor will the County be obligated to purchase the estimated annual quantity, or any quantity contained in this Contract.

4.3 Price Revisions

Prices shall remain firm for the duration of the initial Contract period. Reasonable price changes based on market conditions and price/cost analysis may be made after the initial Contract period. The Contractor shall supply documentation satisfactory to King County such as documented changes to the Producers Price Index for the commodity, the Consumer Price Index for the Seattle-Tacoma-Bremerton area, or a manufacturer's published notification of price change(s).

King County will evaluate this information to determine if revising the pricing is considered fair and reasonable to the satisfaction of King County. Requests for any such change are to be made in writing to the Buyer in the Procurement Services Division office. A written change order issued by the County will institute the price adjustment, provide the new prices and establish the effective date for the new prices.

The Contractor shall endeavor to give the King County Procurement Services Section thirty (30) days but not less than fourteen (14) days written notice prior to the effective date of the price increase. The County may cancel the contract if the price increase request is not approved.

All price reductions at the manufacturer's or distributor's level shall be reflected in a reduction of the contract price(s) to King County retroactive to the effective date of the price reductions.

4.4 Shipping Charges

All prices shall include freight FOB to the designated delivery point. The County will reject requests for additional compensation for freight charges.

4.5 Packing Slips

Each delivery to the County shall have a packing slip enclosed that identifies the requester, purchase order number, part number, unit price and quantity of each part shipped. If the delivery is a partial shipment, indicate on the packing slip that it is not a complete shipment of that requisition and identify the items not shipped and provide a projected completion date of the order.

If the delivery combines items from more than one purchase order, separate packing slips shall be included in the shipment for each.

4.6 Use Report

The Contractor shall, if requested, submit to the Buyer a report of sales made to King County under this Contract. The report, in a format acceptable to King County, shall identify the detail required by the Buyer, which may include but is not limited to, delivery location, the item description, whether it's a Contract or non-Contract item, quantity, price and discount.

4.7 Warranty

The Contractor warrants that the work performed under this Contract shall be free from defects in material and workmanship, and shall conform to all requirements of this Contract, for a period of at least twelve (12) months from date of acceptance of such work by the County. Any work corrected shall be subject to this subsection to the same extent as the work initially provided.

The bidder shall provide, upon request by the County, their standard warranty. The warranty shall be specific for all components of the equipment regardless of whether these components were built by the original equipment manufacturer or outside suppliers. King County may avail itself of the bidder or manufacturer's standard warranty if more beneficial to the County.

Conducting of tests or inspections, acceptance, or the processing of payment(s) by the County shall not constitute a waiver of any rights under this Contract or in law. The termination of this Contract shall in no way relieve the Contractor from its warranty responsibility.

The Contractor shall ensure that the warranty requirements of this Contract are enforceable through and against the Contractor's suppliers, vendors, distributors and Subcontractors. The Contractor shall cooperate with the County in facilitating warranty related work by such suppliers, vendors, distributors and Subcontractors.

Contractor warrants that the Services shall in all material respects conform to the requirements of this Contract. Contractor warrants that qualified professional personnel with in-depth knowledge shall perform the Services in a timely and professional manner; and that the Services shall conform to the standards generally observed in the industry for similar Services. Contractor warrants that the Services shall be in compliance with all applicable laws, rules and regulations.

4.8 Warranty Remedies

Whenever possible, the contractor shall provide "on the spot" settlement of warranty claims or disputes, and authorize local representatives to act on the equipment manufacturer's behalf.

If at any time during the twelve (12) Month period immediately following acceptance of any work covered by this Contract, Contractor or the County discovers one or more material defects or errors in the work or any other aspect in which the work materially fails to meet the provisions of the warranty requirements herein Contractor shall, at its own expense and within thirty (30) Days of notification of the defect by the County, correct the defect, error or nonconformity.

The County shall give written notice of any defect to the Contractor. If the Contractor has not corrected defect within thirty (30) Days after receiving the written notice, the County, in its sole discretion, may correct the defect itself. In the case of an emergency where the County believes delay could cause serious injury, loss or damage, the County may waive the written notice and correct the defect. In either case the County shall charge-back the cost for such warranty repair to the Contractor.

The Contractor is responsible for all costs of repair or replacement in order to restore the work to the applicable Contract requirements, including shipping charges, for work found defective within the warranty period, regardless of who actually corrects the defect.

4.9 Product Return

The County reserves the right to return standard products to the Contractor for full refund or credit when the Contractor is notified of the return within 30 days of the County's receipt of products.

The County further reserves the right to return products, parts and supplies determined to be surplus and no longer required by the County. Parts and supplies eligible for return to the Contractor shall have been purchased for inventory or as spares, be unused, and in the same general condition as when received. The County will advise the Contractor of its intention to return any parts and supplies. The Contractor has no obligation to accept such goods more than 2 years after the County's receipt of said goods. The Contractor is allowed a restocking fee of not more than 15% (fifteen percent) of the current price for the return of surplus products, parts and supplies.

The Contractor shall, at the County's option, issue a credit for the dollar value of the merchandise returned or refund that dollar amount (less any applicable restocking fee) to King County.

This subsection does not apply to any merchandise made to order for the County.

4.10 Hazardous Chemical Communication

In order to comply with WAC 296-62-054, Hazard Communication, the Contractor shall prepare, a Material Safety Data Sheet (MSDS) for all products containing any toxic products that may be harmful to the end user. The MSDS Sheet is to accompany the toxic product(s) to the specified delivery sites and include the Chemical Abstract Service (CAS) numbers for every chemical that is listed in the MSDS. If the product is actually used diluted, the rate shall be so stated in the MSDS and the hazards and corresponding Personal protection, etc. also be listed. SARA Title 3 chemicals shall be listed with the percentage by weight of the total product. The MSDS shall include a statement as to the intended use of the product.

4.11 Prohibition on Asbestos-Containing Products

Asbestos-containing products shall not be provided to the County under this Contract, unless no practicable alternative for the asbestos-containing product exists and the Contractor obtains the written consent of the County. The Contractor shall notify the County in writing at least sixty (60) Days before it plans to supply the County with an asbestos-containing product. The County will respond to such notification within thirty (30) Days of receipt. The Contractor shall comply with applicable state, federal and local labeling and other laws, regulations and ordinances pertaining to asbestos-containing products, including, but not limited to, the State of Washington Industrial Safety and Health Act and the federal Occupational Safety and Health Act.

4.12 Insurance Requirements

Prior to the award of a contract, the Contractor shall obtain and maintain the minimum insurance set forth herein for the duration of this contract for itself and any subcontractor performing work. By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The Contractor shall maintain limits and scope of insurance no less than:

General Liability \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit;

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage;

Workers' Compensation: Statutory requirements of the state of residency;

Employers Liability Stop Gap: \$1,000,000.

The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Contract. Use the above exact language on the Endorsement Form. **The County requires this Endorsement to complete the Contract.**

SECTION 5 Technical Specifications

5.1 General Requirement

The contractor shall supply and deliver "as-needed" miscellaneous radio shop consumables required by King County Radio Communication Services.

5.2 Delivery/Bin Stocking Requirements

The contractor shall provide the following delivery/bin stocking requirements:

A. Automatic Bin Stock/Refill Service

The contractor shall make regular on-site service calls at least once a week to inspect, maintain, and inventory each bin at the King County Radio Shop and any additional delivery sites to be determined at the sole discretion of King County:

- B.** Inventory, inspect, maintain, and fill the bins. The bins shall never fall below the minimum and or rise above the maximum quantities identified by the facility. There shall be no over stocking or storing of additional inventory/containers around the bins or in the facility. King County will monitor the bins to ensure supplier compliance.
- C.** Maintaining the bins shall also include cleaning, organizing the bin area.
- D.** Write and submit an order form to the Shop Supervisor or designee for approval and signature. The order form shall contain the order date, description, name and part number, if applicable, quantity for each line item, price.
- E.** When delivering materials, the contractor shall report to the Shop Supervisor or designee at each location for receipt of materials. After the material has been received by the contractor shall begin filling the bins.

5.3 Service

The successful supplier shall maintain sufficient stock to ensure prompt receipt of the items ordered. This contract involves products that are necessary to perform repairs of Radio Shop equipment. Any delay in orders could disrupt County services and force the County to immediately seek alternative sources of supply on an emergency basis. Timely delivery is critical to meeting the County's ongoing needs.

The contractor shall provide a timely sourcing service or will call service during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. The contractor shall provide local representatives to call on facilities for restocking service and delivery of goods. If a will call service is available, the location shall be within the Seattle Metropolitan area.

5.4 Order/Delivery Requirements

All orders shall be received within five (5) days or less after receipt of the standard purchase order. For emergency orders the contractor shall provide fasteners within twenty-four (24) hours after receipt of an order by King County.

5.5 Product Support

The contractor shall employ a staff person capable of providing technical expertise and product knowledge in the application of fasteners.

5.6 Related Products

Related products are defined as similar materials that do not fully meet the product description identified in the specification. The discount used to determine the pricing for the control list shall be consistent for all other related products purchased in accordance with the contract.

SECTION 6 Bid Response

6.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. Bids stating price in effect at the time of shipment will not be accepted.

6.2 Prompt Pay Discount

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment. The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by King County, whichever event occurs last, and the check/warrant date. The County will take advantage of any prompt payment discount terms bid. Discount periods shall be extended if:

- A. The date printed on the invoice is more than three days earlier than the invoice receipt date;
- B. The delay is caused awaiting a credit memo, invoice correction, adjustment or reissue;
- C. An invoice is received prior to receiving goods ordered.

Prompt pay discount offered _____ % - _____ Days, Net _____

6.3 References

List the names and addresses of four (4) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, King County, at its sole option, may reject that bidder's bid. King County shall be the sole judge in determining a satisfactory/unsatisfactory reference response. **Reference must be submitted with bid.**

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

Company Name: _____

Company Address: _____

Company Phone: _____

Contact Person: _____

Dates: _____

6.4 Pricing

In the event of a discrepancy between the unit price and the extended price, the unit price will prevail.

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
1	4 Pkg	Acorn Nuts	Nut Acorn 10-24 Uss Perma Plate	10-24	50		
2	10 Pkg	Autofuse (ATO/ATC)	Ato/Atc Autofuse 32v Or Less Ato 10	ATO 10	5		
3	10 Pkg	Autofuse (ATO/ATC)	Autofuse 32v Or Less Ato 15	15 AMP	5		
4	10 Pkg	Brass Pipe Fittings	Close Nipple 112b 1/2 Pipe 53822	1/2	5		
5	5 Pkg	Brass Pipe Fittings	Long Nipple 1/4 X 1 1/2 3327 X 4 113b 4737	1/4X1-1/2	10		
6	5 Pkg	Brass Pipe Fittings	Long Nipple Brass Pipe Fitting 3327 X 2 113b 4735	1/8X1-1/2	10		
7	1 Pkg	Capscrews, Hex Head, Grade 5	Capscrew Gr 5 Perma Plate 1/4-20 X 1 Unc Perma Plate	1/4X1	100		
8	3 Pkg	Capscrews, Hex Head, Grade 5	Capscrew Gr 5 Perma Plate 1/4-20 X 3/4 Uss Perma Plate	1/4X3/4	100		
9	4 Pkg	Capscrews, Hex Head, Grade 5	Capscrew Grade 5 1/4-20 X 1/2 Uss 52608	1/4X1/2	100		
10	2 Pkg	Capscrews, Hex Head, Tuff-Torq	Capscrew Tuff-Torq 3/8-16 X 3/4 Uss Perma Plate	3/8-16X3/4	100		
11	1 Pkg	Carriage Bolts, Grade 2	Carriage Bolt Grade 2 10-24 X 1/2 Unc Perma Plate	10-24X1/2	100		
12	4 Pkg	Carriage Bolts, Grade 2	Carriage Bolt Grade 2 10-24 X 3/4 Uss Perma Plate	10-24X3/4	100		
13	1 Pkg	Dock-On Kits	Tap Adapter Fuse Tapper- Brass		25		
14	4 Pkg	Dock-On Kits	Tap Adapter Mini Fuse Type 3/16 In Male Tab		25		
15	1 Pkg	Fender Washers	Fender Washer Standard 1/4 I.D.; 1 O.D. .060 Thick	1/4X1	100		
16	1 Pkg	Fender Washers	Fender Washer Standard 1/4 I.D.; 2 O.D. Perma Plate	1/4X2	100		
17	1 Pkg	Flat Washers, Grade 5	Flat Washer Sae 1/4 Perma Plate	1/4	250		
18	2 Pkg	Flat Washers, Grade 5	Flat Washer Sae N0. 10 Perma Plate	10	500		
19	1 Pkg	Flat Washers, Grade 5	Flat Washer Sae No. 8 Perma Plate	8	500		
20	5 Pkg	Flat Washers, Grade 5	Flat Washer Uss 1/4 5/16 Id; 3/4 Od	1/4	250		
21	1 Pkg	Flat Washers, Grade 5	Flat Washer Uss Perma Plate Perma Plate	3/16	500		

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
22	36 Pkg	Four-Way Cable Tie Base	Black Cable Tie Bases Up To .19 Wide 56363	1-1/8X1-1/8	25		
23	50 Pkg	Heat Shrink Tubing, Dual Wall	Heat Shrink Tubing Dual Wall Black .250 Exp Id 6 In. Long		10		
24	30 Pkg	Heat Shrink Tubing, Dual Wall	Heat Shrink Tubing Dual Wall Black .375 Exp Id 12-6 Ga		10		
25	30 Pkg	Heat Shrink Tubing, Dual Wall	Polyolefin Dual Wall Dual Wall 30-18 Ga. Black 30-18 Ga		10		
26	80 Pkg	Heat Shrink Tubing, Dual Wall	Polyolefin Dual Wall Heat Shrink Tubing Black .187 Exp Id 20-14 Ga		10		
27	6 Pkg	Heat Shrink Tubing, Dual Wall	Polyolefin Dual Wall Heat Shrink Tubing Black .500 Exp Id 6 In. Long		10		
28	6 Pkg	Hex Nuts, Keps	Hex Nut Keps 1/4-20 Uss 1363	1/4-20	100		
29	6 Pkg	Hex Nuts, Keps	Hex Nut Keps 10-24 Unc 1361	10-24	100		
30	1 Pkg	Hex Nuts, Keps	Hex Nut Keps Perma Plate 10-32 Sae 1362	10-32	100		
31	1 Pkg	Hex Nuts, Machine Screw	Hex Nut Machine Screw 1/4-20 Unc Perma Plate	1/4-20	100		
32	1 Pkg	Hex Nuts, Metric P.C. 8	Metric Hex Nut P.C. 8 M3 X 0.5 Zinc-Plated	M3X0.5	50		
33	2 Pkg	Identification Cable Tie with Locking Tab	Identification White 7.25l X .184w 3/8 - 1-3/4 Bundle	.184X7.25	25		
34	1 Pkg	Lockwashers, Non-Linking	Lockwasher Non-Linking Perma Plate 1/4 49322	1/4	250		
35	1 Pkg	Lockwashers, Shakeproof	Shakeproof Lockwasher External Flat No. 2 Perma Plate	2	100		
36	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) Hd M6 X 1.0 X 16 43376	M6X1.0X16MM	100		
37	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) Hd M6-1.0 X 25 Perma Plate	M6X1.0X25MM	50		
38	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) M3-0.5 X 25 Perma Plate	M3X.5X25MM	100		
39	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) M4 X 0.7 X 40 Perma Plate	M4X.7X40MM	100		

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
40	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) M5-0.8 X 6 Perma Plate	M5X.8X6MM	100		
41	1 Pkg	Machine Screws, Phillips Pan (Cheese) Head, Metric	Metric Machine Screw Phillips Pan (Cheese) M6 X 1.0 X 40 Perma Plate	M6X1.0X40MM	50		
42	3 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 10-24 X 1/2 Perma Plate	10-24X1/2	100		
43	1 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 10-24 X 1-1/2 Perma Plate	10-24X1-1/2	50		
44	2 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 10-32 X 1/2 Perma Plate	10-32X1/2	100		
45	3 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 10-32 X 2 Perma Plate	10-32X2	50		
46	1 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 4-40 X 3/4 Perma Plate	4-40X3/4	100		
47	1 Pkg	Machine Screws, Phillips Pan Head	Machine Screw Phillips Pan Head 4-40 X 3/8 Perma Plate	4-40X3/8	100		
48	10 Pkg	MINI Fuses	Mini Fuse 32v Or Less 10a; Red Min 10	10 AMP	5		
49	10 Pkg	MINI Fuses	Mini Fuse Mini Fuse 15a; Blue Min 15	15 AMP	5		
50	13 Pkg	Non-Insulated Terminals, 12-10 Ga	Butt Connector Non-Insulated Uninsulated 39761	12-10	100		
51	4 Pkg	Non-Insulated Terminals, 12-10 Ga.	Ring Tongue Terminal Ring Tongue Term. Wire Stud Size: 8-10	12-10 GA	100		
52	1 Pkg	Non-Insulated Terminals, 12-10 Ga.	Solderless Ring Tongue Non-Insulated 12-10 Ga. Stud Size: 5/16	12-10 GA	50		
53	6 Pkg	Non-Insulated Terminals, 12-10 Ga.	Solderless Ring Tongue Term. Wire 12-10 Stud 3/8	12-10 GA	50		
54	32 Pkg	Non-Insulated Terminals, 16-14 Ga.	16-14 Seamless Butt Connector 16-14 Ga. 39621	16-14	100		
55	25 Pkg	Non-Insulated Terminals, 16-14 Ga.	16-14 Seamless Butt Connector 16-14 Ga. 39621	16-14	100		
56	2 Pkg	Non-Insulated Terminals, 16-14 Ga.	Snap Spade Terminal Non-Insulated 16-14 Ga. 16-14 Ga 10 Stud	16-14 GA	50		
57	20 Pkg	Non-Insulated Terminals, 22-18 Ga.	Butt Connector Non-Insulated Butt .625 Long; Seamless	22-18	100		

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
58	1 Pkg	Non-Insulated Terminals, 22-18 Ga.	Terminal Non-Insulated 22-18 Ga. Stud Size: 8-10	22-18 GA	100		
59	1 Pkg	Non-Insulated Terminals, 6 Ga.	Ring Tongue Terminal Non-Insulated Term. Wire No.6 Stud Size: 1/4	6 GA	50		
60	5 Pkg	Non-Insulated Terminals, 6 Ga.	Ring Tongue Terminal Non-Insulated Term. Wire No.6 Stud Size: 8-10	6 GA	50		
61	4 Pkg	Non-Insulated Terminals, 6 Ga.	Solderless Ring Tongue Term. Wire No.6 Stud 5/16-3/8	6 GA	25		
62	32 Pkg	Non-Insulated Terminals, 8 Ga.	Butt Conn. Non-Insulated 8 Ga. .84 Long	8 GA	25		
63	4 Pkg	Non-Insulated Terminals, 8 Ga.	Solderless Ring Tongue 8 Ga. Stud 8-10	8 GA	50		
64	2 Pkg	Non-Insulated Terminals, 8 Ga.	Solderless Ring Tongue Term. Wire No.8l Stud Size: 1/4	8 GA	50		
65	1 Pkg	Nylon Cable Ties	Nylon Cable Tie Black 15.25l X .30w Max Bundle Dia: 4.0	15.25	100		
66	4 Pkg	Nylon Cable Ties	Nylon Cable Tie Lgth: 11.75 Wdth: .18 11.75l X .18w 45001/68885	11.75	100		
67	60 Pkg	Nylon Cable Ties	Weather Resist Blk Ties Black Max Bundle Dia: 1.75 31310/60451/68880	8.0	100		
68	34 Pkg	Nylon Cable Ties	Weather Resist Blk Ties Lgthn: 4.0 Wdth: .10 4l X .10w 31300/60419/68870	4.0	100		
69	2 Pkg	Nylon Cable Ties with Locking Tab (Harness Clamps)	Harness Clamp Standard Black Lgth 7.8 Width 3/16 1/16 - 1-3/4 Bundle	7.8"L 3/16"W	50		
70	5 Pkg	Nylon Cable Ties with Locking Tab (Ty-Rap)	Ty-Rap Cable Tie Cable Tie 5.5l X .14w 1/16 - 1-1/8 Bundle	9/64X5-1/2	100		
71	72 Pkg	Nylon Cable Ties with Locking Tab (Ty-Rap)	Ty-Rap Cable Tie Cable Tie 5.5l X .14w Width .140	9/64X5-1/2	50		
72	6 Pkg	Nylon-Insulated Terminals, 12-10 Ga. (Electro-Lok)	Butt Connector Nylon Insulated 12-10 Ga. 1.20 Long	12-10 GA	100		
73	2 Pkg	Nylon-Insulated Terminals, 12-10 Ga. (Electro-Lok)	Nylon Insulated Snap Spade 12-10 Ga. Stud Size: 10	12-10 GA	50		
74	2 Pkg	Nylon-Insulated Terminals, 12-10 Ga. (Electro-Lok)	Ring Tongue Terminal Sldrless Term. Ring Tongue 8-10 Std 12-10 Wire	12-10 GA	100		


Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
75	2 Pkg	Nylon-Insulated Terminals, 12-10 Ga. (Electro-Lok)	Snap Spade Terminal Snap Spade Terms. 12-10 Ga. Stud Size: 8	#8	50		
76	15 Pkg	Nylon-Insulated Terminals, 16-14 Ga. (Electro-Lok)	Butt Connector Nylon Insulated 16-14 Ga. 1.05 Long	16-14 GA	100		
77	8 Pkg	Nylon-Insulated Terminals, 16-14 Ga. (Electro-Lok)	Nylon Insulated Electro-Lok Nyl-Ins 16-14 Gauge Stud Size: 8	#8	50		
78	3 Pkg	Nylon-Insulated Terminals, 16-14 Ga. (Electro-Lok)	Nylon Pre-Insul. Solderless Term. Ring Tongue 8-10 Std Stud Size: 10	16-14 GA	100		
79	20 Pkg	Nylon-Insulated Terminals, 16-14 Ga. (Electro-Lok)	Snap Spade Terminal Snap Spade Terminals Stud Size: 6	16-14 GA	50		
80	38 Pkg	Nylon-Insulated Terminals, 22-18 Ga. (Electro-Lok)	Butt Connector Nylon Insulated 22-18 Ga. 1.05 Long	22-18 GA	50		
81	4 Pkg	Nylon-Insulated Terminals, 22-18 Ga. (Electro-Lok)	Nylon Pre-Insul. Electro-Lok Nyl-Ins Flanged Stud Size: 6	22-18 GA	25		
82	1 Pkg	Nylon-Insulated Terminals, 22-18 Ga. (Electro-Lok)	Ring Tongue Terminal Solderless Term. 22-18 Ga. Stud Size: 10	22-18 GA	100		
83	22 Pkg	Nylon-Insulated Terminals, 22-18 Ga. (Electro-Lok)	Snap Spade Terminal Electro-Lok Nyl-Ins 22-18 Ga. 22-18 Ga 6 Stud	22-18 GA	50		
84	12 Pkg	Nylon-Insulated Terminals, Rolled Edge Quick Slide	Female Quick Slide Fully Insulated 22-18 Ga. .250 Tab Accepted	.250	25		
85	10 Pkg	Nylon-Insulated Terminals, Rolled Edge Quick Slide	Male Quick Slide Fully Insulated 22-18 Ga. .250 Tab	.250	25		
86	4 Pkg	Nylon-Insulated Terminals, Rolled Edge Quick Slide	Rolled Edge Design Fully Insulated 12-10ga Fully Insulated .250 X .032 Tab	0.25	25		
87	24 Pkg	Nylon-Insulated Terminals, Rolled Edge Quick Slide	Rolled Edge Design Fully Insulated 16014ga Fully Insulated .250 X .032 Tab	.250	25		
88	12 Pkg	Nylon-Insulated Terminals, Rolled Edge Quick Slide	Rolled Edge Design Fully Insulated 16-14ga Fully Insulated .250 Tab	.250	25		
89	1 Pkg	Razor Blade	Razor Blades Single Edge Razor Blades High Carbon Steel	9 REG	100		
90	4 Pkg	Self-Drilling Screws, Hex Washer Head	Self-Driling Scrw Hex Hex Washer Head 10-16 X 1 31185	10X1	50		
91	6 Pkg	Self-Drilling Screws, Hex Washer Head	Self-Driling Scrw Hex Hex Washer Head 10-16 X 1-1/2 Perma Plate	10X1-1/2	50		

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
92	8 Pkg	Self-Drilling Screws, Hex Washer Head	Self-Drilling Screw Hex Washer Head 1/4-14 X 1 Perma Plate	1/4-14X1	50		
93	4 Pkg	Self-Drilling Screws, Hex Washer Head	Self-Drilling Screw Hex Washer Head 1/4-14 X 3/4 Perma Plate	1/4-14X3/4	50		
94	18 Pkg	Self-Drilling Screws, Hex Washer Head	Slf-Drilling Screw Hex Washer Head Perma Plate 10-16 X 1/2 Perma Plate	10X1/2	50		
95	17 Pkg	Self-Drilling Screws, Hex Washer Head	Slf-Drilling Screw Hex Washer Head Perma Plate 10-16 X 3/4 Perma Plate	10X3/4	50		
96	6 Pkg	Self-Drilling Screws, Phillips Pan Head	Self-Drilling Screw Pan Head Perma Plate 10-16 X 3/4 80641	10X3/4	50		
97	6 Pkg	Self-Drilling Screws, Phillips Pan Head	Self-Drilling Screw Pan Head Perma Plate 8-18 X 1/2 80626	8X1/2	100		
98	2 Pkg	Self-Drilling Screws, Phillips Pan Head	Self-Drilling Screw Phillips Pan Head 8-18 X 1 Perma Plate	8X1	50		
99	1 Pkg	Self-Drilling Screws, Phillips Pan Head	Slf-Drilling Screw Phil Pan Head Perma Plate 8-18 X 3/4 Perma Plate	8X3/4	100		
100	2 Pkg	Self-Drilling Screws, Phillips Pan Head, Black Phosphate	Self-Drilling Screw Phillips Pan Head 10-16 X 1/2 Black Finish	10X1/2	50		
101	2 Pkg	Sheet Metal Screw, Phillips Round Washer Head	Phillips Round Phillips Rnd Wshr Hd No 8 X 1/2 Black Finish	8X1/2	50		
102	2 Pkg	Sheet Metal Screw, Phillips Round Washer Head	Phillips Round Phillips Rnd Wshr Hd S/Metal Screw 8x1 Black Oxide	8X1	50		
103	2 Pkg	Sheet Metal Screw, Phillips Round Washer Head	Sheet Metal Screw Washer Head No 8 X 3/4 Black Finish	8X3/4	50		
104	1 Pkg	Sheet Metal Screws, Phillips Flat Head	Sheet Metl Scrw Phil Phillips Flat Head 8 X 1/2 Perma Plate	8X1/2	100		
105	1 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Metal Screw Phillips Pan Head 10 X 1-1/2 Perma Plate	10X1-1/2	50		
106	1 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Metal Screw Phillips Pan Head 10 X 2 Perma Plate	10X2	50		
107	2 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Mtl Screw Phil Pan Head Perma Plt 10 X 3/4 65920/47856	10X3/4	100		
108	13 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Mtl Screw Phil Pan Head Perma Plt 8 X 1/2 65331/47826	8X1/2	100		

Item No.	Est Qty	Product Description		Size Standard	Standard Package	Brand Offered	Pkg. Price
109	1 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Mtl Screw Phil Phillips Pan Head 10 X 1 65925/47861	10X1	100		
110	2 Pkg	Sheet Metal Screws, Phillips Pan Head	Sheet Mtl Screw Phil Phillips Pan Head 10 X 5/8 Perma Plate	10X5/8	100		
111	1 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	S/M/S Sltd Hex Washer Head Perma Plate 5/16 X 1-1/2 Perma Plate	5/16X1-1/2	50		
112	4 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	S/M/S Sltd Hex Washer Slotted Hex Washer Hd 1/4 X 1 Perma Plate	14X1	50		
113	1 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	S/M/S Sltd Hex Washer Slotted Hex Washer Hd 5/16 X 3/4 Perma Plate	5/16-12X3/4	50		
114	2 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metal Screw Head Perma Plate 1/4 X 1/2 Perma Plate	1/4X1/2	50		
115	2 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metal Screw Head Perma Plate 5/16 X 1 Perma Plate	5/16-12X1	50		
116	4 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metal Screw Slotted Hex Washer Hd 10 X 1/2 Perma Plate	10X1/2	100		
117	8 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metal Screw Slotted Hex Washer Head 10 X 1 Perma Plate 24327	10X1	50		
118	2 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metal Screw Slotted Hex Washer Head 10 X 1-1/2 Perma Plate	10X1-1/2	50		
119	4 Pkg	Sheet Metal Screws, Slotted Hex Washer Head	Sheet Metl Scrw Slotted Hex Washr Head Perma Plt 10 X 3/4 24317	10X3/4	100		
120	4 Pkg	Vinyl-Insulated Terminals, 16-14 Ga.	Block Spade Terminal Type W 16-14 Stud 16-14 Ga. Funnel Barrel	16-14 GA	50		
121	4 Pkg	Vinyl-Insulated Terminals, 16-14 Ga.	Butt Connector W 16-14 .030 Flared Skirt 1 In. Long	16-14 GA	50		
122	4 Pkg	Vinyl-Insulated Terminals, 16-14 Ga.	Ring Tongue Terminal Vinyl-Insulated Funnel Barrel Vinyl Insul.	16-14 GA	50		
123	8 Pkg	Vinyl-Insulated Terminals, 16-14 Ga.	Snap Spade Terminal Snap Spade 16-14 Ga. 16-14 Ga 6 Stud	16-14 GA	50		
124	1 Pkg	Vinyl-Insulated Terminals, 16-14 Ga.	Term.Butt Conn. Vinyl-Insulated 16-14 Ga. 1 In. Long	16-14 GA	100		
125	4 Pkg	Vinyl-Insulated Terminals, 22-18 Ga.	Butt Connector Vinyl-Insulated 22-18 Ga. 1 In. Long	22-18 GA	50		

Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

U R G E N T – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately	
U R G E N T	 King County King County Procurement & Contract Services Section Exchange Building, 8 th Floor 821 2nd Ave., EXC-FI-0862 Seattle, WA 98104-1598
	Bid No. 06-098MYP
	Bid Title Miscellaneous Radio Shop Consumables
	Due Date
	Vendor
U R G E N T	

Attachment A

Invitation to Bid 06-098MYP

King County Contracting Opportunities Program For Goods and Services Contracts

The purpose of the King County Contracting Opportunities Program is to maximize the participation of Small Economically Disadvantaged Businesses (SEDB) through the use of a five percent (5%) incentive factor in the award of King County contracts for the purchase of goods and services.

A "Small Economically Disadvantaged Business" (SEDB) means that a business and the person or persons who own and control it are in a financial condition which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Program is set at fifty percent (50%) of the Federal Small Business Administration's (SBA) small business size standards using the North American Industrial Classification System (NAICS) and Owners' Personal Net Worth less than \$750K dollars.

A "Certified Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SEDB by the King County Business Development and Contract Compliance (BDCC) office. Information about becoming a Certified Firm, as well as a list of Certified Firms, may be obtained by visiting the King County Contracting Opportunities Program Web-site at <http://www.metrokc.gov/exec/bred/bdcc/prog/kccontractopp.htm> or contacting the Program office at (206) 205-0711.

Application of the 5% Incentive Factor and Contract Award

This contract will be awarded to the lowest responsive, responsible bidder; provided, however, that if the bid price of a responsive, responsible SEDB is within five percent 5% of the bid price of the lowest responsive, responsible bidder, and that bidder is not a SEDB, then the contract shall be awarded to the low SEDB bidder.

All certified SEDB bidders must complete the information on the front page of this Invitation in the section of Bidder Identification and the certification information below in number 3.

() Check if firm submitting Bid is a Small Economically Disadvantaged Business Enterprise certified by King County that will perform the entire contract unassisted.

Name of SEDB Business

SEDB Certification Number

Owner Signature

Contact Person Name, Phone Number

Contact Person Email